



Request for Personal Service Contractor

USAID Office of Civilian Response

Position Title: Crisis Response Program Officer (Intermittent PSC, Multiple Positions)
Solicitation Number: SOL-OCR-13-000003
Salary Level: GS-13 Equivalent Hourly Rate: \$34.34 - \$44.65
(Equivalent Daily Rate: \$274.72-\$357.20)
Issuance Date: May 28, 2013
Closing Date: June 17, 2013
Closing Time: 5:00 P.M. EDT

Dear Prospective Applicants:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking applications from qualified U.S. citizens to provide personal services overseas as a Crisis Response Program Officer under a personal services contract, as described in the attached solicitation.

Submittals must be in accordance with the attached information at the place and time specified. Applicants interested in applying for this position **MUST** submit the following materials:

1 Complete resume. In order to fully evaluate your application, your resume must include:

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all overseas field experience must also be detailed. Any experience that does not include dates (month/year), locations will not be counted towards meeting the solicitation requirements. **In addition, you must indicate if the position is/was full-time, if not, please note the number of hours worked per week. If experience does not indicate this information, the application will not be counted towards meeting the solicitation requirements.**
- (b) Specific duties performed that fully detail the level and complexity of the work.
- (c) Names and contact information (phone and email) for all supervisors within the past 10 years.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
- (e) Country of Citizenship.

Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

2 Supplemental document specifically addressing the Evaluation Factors (EFs) shown in the solicitation.

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Additional documents submitted will not be accepted. Incomplete or late applications will not be considered. Your complete resume and the supplemental document addressing the EFs must be mailed, delivered, faxed, or emailed to:

GlobalCorps
529 14th Street, NW, Suite 700
Washington, DC 20045
E-Mail Address: cshelley@usaid.gov and ocrprogofficergs13@globalcorps.com
Facsimile: (202) 280-1184

Applicants can expect to receive a confirmation email when application materials have been received. Applicants should retain for their records copies of all enclosures which accompany their applications. Any questions on this solicitation may be directed to:

Caitlyn Shelley
Telephone Number: (202) 567-4971
E-Mail Address: cshelley@usaid.gov
Website: www.globalcorps.com
Facsimile: (202) 280-1184

Sincerely,

Lance Butler III
Contracting Officer

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Solicitation for U.S. Personal Service Contractor (USPSC) Crisis Response Program Officer
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- 1. SOLICITATION NO.:** SOL-OCR-13-000003
- 2. ISSUANCE DATE:** May 28, 2013
- 3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** June 17, 5:00 pm EDT
- 4. POSITION TITLE:** Crisis Response Program Officer
- 5. MARKET VALUE:** GS-13 equivalent hourly/daily rate (\$34.34 - \$44.65/\$274.72-\$357.20 - not eligible for locality pay). Final compensation will be negotiated within the listed market value based upon the candidate's past salary, work history and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.**
- 6. PERIOD OF PERFORMANCE:** One (1) year, with four (4) option years

STATEMENTS OF LIMITATIONS ON PERIOD/PLACE OF PERFORMANCE AND BENEFITS:

The purpose of this contract is to establish an employee/employer relationship with the contractor to perform services overseas on a temporary, on-call basis as part of the Bureau for Democracy, Conflict, and Humanitarian Assistance (DCHA) / Office of Civilian Response (OCR) "Firehouse." The Personal Services Contractor(s) hired under this contract will provide up to a maximum of 250 workdays of services on an annual basis.

The specific projects, as well as dates, number of days and locations to be worked will be determined by mutual agreement between the contractor and his/her OCR supervisor according to requests made to OCR by USAID overseas missions. This is an intermittent USPSC solicitation. There is no obligation by OCR to provide assignments for a minimum number of days, and the contractor will be free to provide "blackout" dates during which he/she will not be available to accept assignments.

Upon identification of a temporary need within the scope of work, OCR will contact the contractor and provide the following information:

1. Date contractor is needed to report to OCR or assignment in the field
2. Duration of Assignment
3. Place of Performance

The contractor will notify OCR whether he/she is available for the assignment within two business days. At the time the contractor accepts the assignment, he/she is expected to commit for the duration of the assignment. While the contractor will be required to commit to a certain time period, it is understood that the exigencies of a crisis may require the assignment to be curtailed or extended (not to exceed 250 days per year). The contractor shall notify OCR at the time of commitment if his or her existing schedule would preclude an extension. Notification of schedule conflicts shall not necessarily disqualify the contractor from the

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assignment, but will simply assist OCR in recruiting a replacement. Subsequently, if unforeseen circumstances arise, and the contractor needs to curtail the assignment and leave post, the contractor must receive approval from OCR and the Mission prior to departure.

As services provided by the contractor are on a temporary, on-call basis, health and life insurance reimbursements will be provided on a prorated basis based on the number of days during which the contractor actually provides services.

7. PLACE OF PERFORMANCE: Overseas

There may be an initial orientation and training program in Washington, D.C. This may include formal classroom training, online training, on-the-job training, security training and pre and post deployment briefings/meetings. After completion of appropriate training, the Crisis Response Program Officer will be considered available for overseas assignment.

8. STATEMENT OF WORK

POSITION DESCRIPTION

Background

USAID's Office of Civilian Response (OCR) is seeking highly motivated, highly qualified individuals who want the opportunity to help support USAID missions abroad when faced with a natural disaster, political crisis, internal conflict or otherwise in need of surge staff support due to some unforeseen circumstance. Created in 2008, OCR provides crisis staffing to USAID missions throughout the world with a full range of specialized expertise. Since then this office has provided over 20,000 days of mission support in deployments to countries such as Libya, Tunisia, Kyrgyzstan, Sri Lanka, Burma, Honduras, Somalia, South Sudan, Democratic Republic of Congo, and many other countries. As a member of OCR's team of crisis responders, you would be available at short notice to bring to USAID missions your specialized skills in support of a mission's response to a crisis.

USAID is striving to become an even more nimble and agile organization when responding to crises. Countries experiencing a significant political transition in the midst of a crisis or emerging from civil conflict have unique needs that cannot always be fully addressed by a traditional USAID mission staffing yet timely and effective assistance to promote and consolidate peaceful, democratic advances can make the difference between a successful or a failed state. OCR plays a unique role in USAID by ensuring the USAID mission has sufficient staff with the right skills during those critical golden hours.

To respond quickly and effectively and meet USAID mission needs, OCR retains a group of high level professionals and experts under U.S. Personal Services Contracts (USPSCs) as part of a "Firehouse". These knowledgeable and skilled professionals are rapidly available to missions to expand their capacity, augment their existing capability, fill in gaps, replace evacuated staff, or in some cases project USAID presence to field sites or non-presence countries. OCR staff provide specialized skills in a range of areas from contracting to communications, program design, election monitoring, project management, development outreach, reporting, and strategic

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planning, and others. As a member of the “Firehouse” you would play a crucial role in supporting USAID programs at a time when their success is most critical.

The OCR “Firehouse” comprises USPSCs on intermittent contracts providing support when changed circumstances in a country necessitate an increase in staffing or additional specialized skills. Those serving in the Firehouse must be prepared to work abroad in USAID missions and embassies, often with little time for preparations. Deployments can be for any period of time from 2 months to almost a full year.

USPSCs are considered employees of USAID for all purposes except programs administered by the Office of Personnel Management (OPM) – such as federally sponsored health insurance, life insurance, and retirement benefits. However, there are several other similar benefits that USPSCs may participate in, such as partial reimbursement for health and life insurance costs, as well as full coverage of workers’ compensation, among other benefits. For more complete information on USPSC benefits, please see page 11 of this solicitation.

For more information on the Office of Civilian Response visit <http://www.usaid.gov/who-weare/organization/bureaus/bureau-democracy-conflict-and-humanitarian-assistance/office-2>

INTRODUCTION

This position is for an experienced Crisis Response Program Officer and professional in international development with strong leadership skills. The contractor will be responsible for liaising with senior professionals and officials at USAID, the State Department, other agencies of the US Government, international organizations, and civil society abroad. The incumbent will also be responsible for visiting sites at which USAID programs are being carried out and for acting in accordance with applicable USAID and U.S. government rules and regulations. The incumbent will provide advice and guidance to resolve, implement, and manage policy issues. He/she will advise the Agency, USAID mission, and other development collaborators about the range and relative effectiveness of mission programs.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

While every assignment is different, the Crisis Response Program Officer is responsible for the following activities: devising and developing detailed plans, goals, and objectives for the USAID mission, working with USAID mission technical offices (in the areas of economic growth, democracy, etc.,) to develop country and sector-specific strategies, design activities, and create and execute implementation and monitoring and evaluation plans. The incumbent will be responsible for ensuring that U.S. government and USAID interests are protected and coordinated and that policy is properly and consistently implemented. Leadership, oversight, administrative duties, and backstopping of other USAID mission staff may be required. The incumbent will be expected to perform under administrative direction with latitude for the exercise of independent judgment in areas such as program and project development and management, but will not make policy.

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The Crisis Response Program Officer may be responsible for:

- Devising and developing long-range plans, goals, and objectives for USAID mission programs, including input into the Country Development and Cooperation Strategy (CDCS), the annual Program Performance Review (PPR), Mission Orders, and other policies.
- Identifying development constraints (political, cultural, and economic).
- Overseeing, coordinating, and evaluating selected program operations for the USAID Mission.
- Undertaking the planning, design, development, negotiation, and implementation of projects as needed and serving as project manager for professional development programs and projects.
- Assisting with the management and oversight of grants and contracts for which USAID is responsible.
- Developing new ways to help programs meet established goals, measures, and objectives for program effectiveness.
- Evaluating and monitoring the performance of partner organizations, grantees, and contractors.
- Applying technology to a variety of different types of work.
- Undertaking clerical and/or administrative tasks when needed.

SUPERVISORY RELATIONSHIP:

The incumbent will take direction from and will report to DCHA/OCR Deputy Director, and when on assignment overseas, to the Deputy Mission Director, Office Director, or his/her designee.

SUPERVISORY CONTROLS:

The Supervisor will set overall objectives. The employee and the supervisor together will develop deadlines, projects, and work to be accomplished. The incumbent is expected to take initiative, act independently, and manage his/her tasks with minimal supervision.

10. PHYSICAL DEMANDS

Firehouse members must obtain a Class 1 State Department medical clearance. OCR Firehouse members may be in positions overseas that lead to unusual mental stress, and may require arduous physical exertion, by prolonged standing, by riding in and getting out of vehicles, and by operating manual or stick-shift motor vehicles. The duties may require: entering and maneuvering in facilities accessible only by stairs, long flight times, and carrying heavy baggage and items (over 30 pounds). The incumbent must be able to operate in an environment that requires endurance and ability to evaluate surroundings. Applicants must be physically and mentally capable of performing these functions efficiently and safely.

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11. WORK ENVIRONMENT

Work is primarily performed in an office setting, though the contractor is likely to be assigned to areas where site visits and extraordinary travel time is involved and that may entail working out of temporary duty residences or hotel rooms. The contractor will travel as a U.S. government employee and is subject to Chief of Mission authority. As such, the contractor will be expected to conform to all embassy and/or USAID mission policies and procedures at his or her assignment location regarding housing, work hours, diplomatic protocols, and security. The contractor may be required to staff field offices or other locations off-site of the USAID mission or embassy. Many of the overseas environments in which the contractor may be required to work present a health risk such as: extreme air pollution, lack of potable water, or presence of waterborne and other communicable diseases. Special safety and/or security precautions, wearing of protective equipment, exposure to severe weather conditions, working in non-permissive environments, restrictions on movement and/or evacuations of a USAID mission or embassy may occur.

12. START DATE: Immediately, once necessary clearances are obtained.

13. POINT OF CONTACT: See Cover Letter.

REQUIREMENTS FOR THE POSITION

(Determines basic eligibility for the position. Applicants who do not meet all of the education and experience factors are considered NOT qualified for the position.)

Education & Experience

- A. Bachelor's degree; AND a minimum of **seven (7) years** of progressively responsible experience of which a minimum of **three (3) years** must consist of recent experience working overseas with the U.S. government, international donor organizations, or non-governmental organizations focusing on monitoring and evaluation, managing budgets, and/or design of international development projects. Minimum of **four (4) years** of overseas field experience in international development. Fluency in Arabic, French or Spanish is preferred, but not required.

OR

- B. Master's degree with significant study pertinent to the specialized field, including, but not limited to International Development or other relevant field, such as public policy, business, finance, urban planning, health, or education; AND a minimum of **five (5) years** of progressively responsible experience of which a minimum of **three (3) years** must consist of recent experience overseas with the U.S. government, international development organizations, or non-governmental organizations focusing on monitoring and evaluation, managing budgets, and/or design of international development projects. Minimum of **four (4) years** of overseas field experience in international development. Fluency in Arabic, French or Spanish is preferred, but not required.

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Other Requirements

- Applicant is a U.S. Citizen;
- Complete resume submitted. See cover page for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements;
- Supplemental document specifically addressing the Evaluation Factors (EFs) submitted;
- Ability to obtain a SECRET level security clearance provided by USAID and a TOP SECRET clearance as designated and provided by USAID. A Top Secret clearance may be required for certain activations based on programmatic needs;
- Ability to obtain a Department of State Class 1 worldwide medical clearance;
- Satisfactory verification of academic credentials.

EVALUATION FACTORS (EFs)

(Used to determine the competitive ranking of qualified applicants in comparison to other applicants. The factors are listed in priority order from highest to least.)

- EF #1 Demonstrated experience interacting and coordinating with various U.S. government, foreign government, international, and non-governmental organizations to achieve U.S. government foreign policy objectives;
- EF #2 Demonstrated experience and understanding of best practices in policies, regulations, procedures, and documentation governing international development projects and the oversight of objectives, methodology, and status of such projects;
- EF #3 Demonstrated superior organizational skills and ability to use quantitative and qualitative analysis to make decisions, even in difficult operating environments;
- EF #4 Demonstrated experience designing or managing significant activities in conflict, post-conflict, or conflict-prone environments overseas;
- EF #5 Demonstrated writing, communications, social/interpersonal as well cross-cultural skills; demonstrated ability to represent the organization;
- EF #6 Demonstrated ability to quickly assimilate and to work extremely well on a team as well as independently in complex political or emergency situations;
- EF #7 Familiarity with the politics, economics, history and cultural mores of at least one region of the developing world, gained through education and experience. Demonstrated ability to utilize a major foreign language (French, Spanish, Arabic) in the course of conducting business with local partners (FSI 3 equivalent or better).

BASIS OF RATING: Applicants who meet the Education/Experience requirements and Selection Factors will be further evaluated based on scoring of the Evaluation Factor (EF) responses. Those applicants determined to be competitively ranked will also be evaluated on interview performance and satisfactory professional reference checks.

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Applicants are required to address each of the EFs in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to address the selection and/or Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

The Applicant Rating System is as Follows:

EFs have been assigned the following points:

- EF #1 – 10 points
- EF #2 – 10 points
- EF #3 – 10 points
- EF #4 – 10 points
- EF #5 – 10 points
- EF #6 – 10 points
- EF #7 – 10 points

Interview Performance – 20 points

Satisfactory Professional Reference Checks – 10 points

Total Possible Points: 100

The applicants determined to be competitively ranked will be interviewed and may be required to provide a writing sample. Face-to-face interviews will be conducted in Washington D.C. OCR will not pay for expenses associated with the interviews but will conduct telephone or videoconference interviews for those not available in Washington D.C. Professional references and academic credentials will be evaluated for applicants being considered for selection.

APPLYING:

Applications must be **received** by the closing date and time at the address specified in the cover letter.

Qualified individuals are **required** to submit:

- 1 Complete resume. In order to fully evaluate your application, your resume must include:
 - (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all overseas field experience must also be detailed. Any experience that does not include dates (month/year), locations will not be counted towards meeting the solicitation requirements. **In addition, you must indicate if the position is/was full-time, if not, please note the number of hours worked per week. If experience does not indicate this information, the application will not be counted towards meeting the solicitation requirements.**
 - (b) Specific duties performed that fully detail the level and complexity of the work.
 - (c) Names and contact information (phone and email) for all supervisors within the last 10 years.

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(d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.

(e) Country of Citizenship.

Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

- 2** Supplemental document specifically addressing the Evaluation Factors (EFs) shown in the solicitation.

Additional documents submitted will not be accepted.

By submitting your application materials, you certify that all of the information on and attached to the application is true, correct, complete, and made in good faith. You agree to allow all information on and attached to the application to be investigated. False or fraudulent information on or attached to your application may result in you being eliminated from consideration for this position, or being terminated after award, and may be punishable by fine or imprisonment.

To ensure consideration of applications for the intended position, please reference the solicitation number on your application, and as the subject line in any email.

DOCUMENT SUBMITTALS

Via mail: GlobalCorps, 529 14th Street, NW, Suite 700, Washington, DC 20045

Via facsimile: (202) 280-1184

Via email: cshelley@usaid.gov and ocrprogofficergs13@globalcorps.com

NOTE: If the full security application package is not submitted within 30 days after the Office of Security determines eligibility, the offer may be rescinded. If a Secret security clearance is not obtained within nine months after offer acceptance, the offer may be rescinded.

NOTE: If the full medical clearance package is not submitted within 30 days after offer acceptance, the offer may be rescinded. If a Class 1 Department of State medical clearance is not obtained within six months after offer acceptance, the offer may be rescinded.

NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the application.

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

All individuals contracted as USPSCs are required to have a DUNS Number. In this instance, USAID will provide a generic DUNS Number, and USPSCs are not required to register with CCR.

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For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System (DUNS) Number (10/2003)
https://www.acquisition.gov/far/current/html/52_200_206.html

LIST OF REQUIRED FORMS FOR PSCs

Forms outlined below can found at:

<http://www.usaid.gov/forms/> or at <http://www.forms.gov/bgfPortal/main.do>

1. Optional Form 612.
2. Medical History and Examination Form (DS-6561).
3. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
4. Questionnaire for Non-Sensitive Positions (SF-85).
5. Finger Print Card (FD-258).

Forms 1 through 5 shall be completed **ONLY** upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY

AAPD No. 06-10 is hereby incorporated as Attachment 1 to the solicitation.

FAR 52.222-50 - COMBATING TRAFFICKING IN PERSONS

FAR clause 52.222-50 is hereby incorporated as Attachment 2 to the solicitation.

As a matter of policy, and as appropriate, a USPSC is normally authorized the following benefits and allowances:

BENEFITS:

Employer's FICA Contribution
Contribution toward Health & Life Insurance
Pay Comparability Adjustment
Annual Increase (pending a satisfactory performance evaluation)
Eligibility for Worker's Compensation
Annual & Sick Leave

ALLOWANCES (if Applicable).*

- (A) Temporary Lodging Allowance (Section 120).
- (B) Living Quarters Allowance (Section 130).
- (C) Post Allowance (Section 220).
- (D) Supplemental Post Allowance (Section 230).
- (E) Post Differential (Chapter 500).
- (F) Payments during Evacuation/Authorized Departure (Section 600), and

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(G) Danger Pay (Section 650).

* Department of State Standardized Regulations (Government Civilians Foreign Areas).

FEDERAL TAXES: USPSCs are required to pay Federal Income Taxes, FICA, and Medicare

ALL QUALIFIED APPLICANTS WILL BE CONSIDERED REGARDLESS OF AGE, RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, LAWFUL POLITICAL AFFILIATION, NON-DISQUALIFYING DISABILITY, MARITAL STATUS, SEXUAL ORIENTATION, AFFILIATION WITH AN EMPLOYEE ORGANIZATION, OR OTHER NON-MERIT FACTOR.

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ATTACHMENT 1

**Acquisition & Assistance Policy Directive (AAPD) No. 06-10
PSC Medical Expense Payment Responsibility**

General Provision 22, MEDICAL EXPENSE PAYMENT RESPONSIBILITY
(OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16
FAM 116 available at <http://www.state.gov/m/a/dir/regs/fam/c23002.htm>.

Note: Personal services contractors are not eligible to participate in the Federal Employees Health Programs.

(b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. "MEDICAL EVACUATION (MEDEVAC) SERVICES."

(c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).

(d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:

(1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;

(2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and

(3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under

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General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

(g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.

(h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent.

(i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

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ATTACHMENT 2

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009).

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an
act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of

his or her personal services or of those of a person under his or her control as a security for debt, if

the value of those services as reasonably assessed is not applied toward the liquidation of the debt

or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work

under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the

person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not

enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

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- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which
the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of
this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.